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No. 80-1717

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

READING INDUSTRIES, INC.,

Petitioner,

v.

KENNECOTT COPPER CORPORATION, CHASE BRASS & COPPER CO., INCORPORATED, PHELPS DODGE CORPORATION, PHELPS DODGE INDUSTRIES, INC., THE ANACONDA COMPANY, ANACONDA AMERICAN BRASS COMPANY,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

RESPONDENTS' BRIEF IN OPPOSITION

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May 13, 1981

Question Presented

Was the court of appeals correct in holding that the asserted causal relationship between respondents' alleged conspiracy to charge low prices for refined copper and petitioner's alleged injury in paying higher prices for copper scrap was too remote, tenuous and conjectural to permit the imposition of treble damages liability under section 4 of the Clayton Act, 15 U.S.C. § 15?

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IN THE

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No. 80-1717

READING INDUSTRIES, INC.,

Petitioner,

v.

KENNECOTT COPPER CORPORATION, *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

RESPONDENTS' BRIEF IN OPPOSITION

The petition of Reading Industries, Inc. ("Reading") fails to demonstrate any "special and important reasons" [1] for this Court to review the decision of the Court of Appeals for the Second Circuit, which properly invoked settled principles of law to reject Reading's "somewhat bizarre attempt to obtain damages under the antitrust laws" (1a)[2] by claiming that it paid higher prices for one product (copper scrap) as a consequence of respondents' alleged conspiracy to charge low prices for another product (refined copper).

[1] U.S. Sup. Ct. Rule 17.1.

[2] References such as "1a" are to the opinions below as set forth in the appendices to Reading's petition.

Counter-Statement of the Case

The district court granted summary judgment to respondents, not at the "threshold" of this action (Petition ("Pet.") 8, 21), but only after nine years of discovery, after Reading's "theory of the case was radically altered" (10a n.1),[3] and after Reading explicitly withdrew all but one of its several pleaded claims. Reading's sole surviving claim alleged that respondents had conspired to maintain the price of refined copper "at artificially low levels" and that "this resulted in Reading's paying higher prices" when it purchased copper scrap from scrap dealers (3a).

Reading sought to connect respondents' pricing in the refined copper market with Reading's purchases from numerous independent dealers in the scrap market by alleging a "series of complex market interactions" (1a). As initially set forth in a Statement of Contentions filed at the district court's direction (JA 47-50; *see* 10a n.1), and then elaborated in its summary judgment brief to the district court, Reading asserted that (i) respondents' "artificially low prices" for refined copper "result[ed] in an excessive demand and subsequent shortage of supply" (JA 47); (ii) this "excessive demand" spilled over onto the exchange markets for refined copper because "fabricators, having substantial allocations of lower U.S. producers' priced copper, could afford to and did 'bid-up' the price on the open markets" (Reading Sum. Judg. Br. 393, quoted at 16a n.6); (iii) the incremental demand caused "the LME [London Metal Exchange] price" to be "substantially higher than the producers' price for domestically refined copper" (JA 48); (iv)

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[3] Reading's initial complaint filed in October 1970 charged respondents with having conspired to *increase* the price of refined copper (JA 28). In 1977 Reading did an about-face and alleged a conspiracy to establish and maintain *"artificially low"* refined copper prices (JA 47, emphasis added). "JA" references are to the Joint Appendix filed in the Court of Appeals.

"[t]here was a direct correlation between the LME price of refined copper and the market price of copper scrap" (*id.*); and (v) scrap dealers thereby were able to charge Reading higher prices for copper scrap.

Reading has done its utmost in this Court to obfuscate the nature and limits of its claim. While the petition refers to "copper" as "a homogeneous product" and to respondents' alleged control of the "copper market" (Pet. 4), Reading has itself contended that producer-priced copper, copper traded on exchanges or at exchange-related prices, and copper scrap constitute three "distinct markets" (Reading Sum. Judg. Br. 75; *see also* JA 51-53). Reading also attempts to bolster its petition by references to claims it explicitly withdrew at the conclusion of discovery.[4]

These forensic tactics cannot obscure the fact that Reading deliberately and explicitly elected in the district court to stand solely on its claim that respondents' pricing of refined copper injured Reading as a purchaser of copper scrap from numerous scrap dealers. Reading accordingly limited its request for damages to the difference between the price it paid those dealers for scrap and the price it assertedly would have paid in the absence of the alleged conspiracy (JA 54-55).

When respondents tested the legal sufficiency of Reading's convoluted claim by moving for summary judgment, the

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[4] Reading professes to have been "disadvantaged in its competition with respondents in the sale of fabricated products" (Pet. 6), but omits to mention that it abandoned in the district court all claims of violation and injury at the fabricating level (*see* letter dated May 14, 1979, from Reading's counsel to Honorable Morris E. Lasker (JA 54-55)). In like vein, the petition asserts that "respondents refused to sell any of their domestic copper to petitioner" (Pet. 5), despite the facts that at the conclusion of discovery Reading explicitly withdrew its claim of a concerted refusal to deal (*see* May 9, 1979 Pre-trial Conf. Tr. 468) and, as the court of appeals noted, "its amended complaint does not allege that it ever purchased or sought to purchase refined copper from defendants" (3a).

district court granted the motion, holding that Reading's alleged injury was "too remote" from the alleged conspiracy among respondents, and that the "causal chain" connecting them was too "involved and tenuous," to permit a finding that Reading had standing under section 4 of the Clayton Act (27a). That conclusion was "strengthened" in the district court's view by the rationale of *Illinois Brick Co.* v. *Illinois,* 431 U.S. 720 (1977), since Reading's claim, like that of the indirect purchasers in *Illinois Brick,* necessitated an "attempt to prove the impact of a defendant's activities by tracing the economic adjustments and market interactions caused by those activities" (27a). In addition, the district court recognized that, even more so than in *Illinois Brick,* "the potential for duplicative and ruinous recovery" under Reading's theory was "enormous" (*id.*). If Reading had standing to sue, so also would every other purchaser of refined copper and copper scrap from sellers other than respondents, since each such purchaser could arguably claim that it had paid "prices artificially elevated as a consequence of the alleged price-fixing conspiracy" (*id.*).

The court of appeals unanimously affirmed, agreeing with the district court that "the causal relationship between defendants' alleged violation and Reading's payment of high scrap prices is too remote to permit the imposition of liability" (5a). Moreover, the court of appeals observed,

> "Reading's theory of antitrust injury depends upon a complicated series of market interactions between the two sources of copper: the refined copper market in which defendants acted and the copper scrap market in which Reading allegedly sustained injuries. To establish a causal chain, the actions of innumerable individual decision-makers must be reconstructed, including the decisions to purchase additional quantities of copper by fabrica-

> tors who bought copper from the defendants; the impact of those purchasing decisions on the speculators in the LME market; the pricing decisions of copper end-product users, as affected by the LME price, who sold their consumed copper goods for scrap to scrap dealers; and finally the pricing decisions of the independent scrap dealers who determined the scrap market price that Reading faced" (6a).

Consequently, maintenance of Reading's claim "would engage the court in hopeless speculation concerning the relative effect of an alleged conspiracy in the market for refined copper on the price of copper scrap, where countless other market variables could have intervened to affect those pricing decisions" (7a).

Reading, as a scrap purchaser, was "not in the target area of the defendants' alleged violation" (*id.*). Moreover, Reading's claim, the court concluded, was predicated on a basis that was simply "too tenuous and conjectural for a valid causal finding of anticompetitive effect and damages" (*id.*).

ARGUMENT

I.

The decision below—that petitioner's claimed injury was too remote from, and too conjecturally related to, respondents' alleged violation to permit the imposition of antitrust treble damages liability—followed established precedent and should not be reviewed by this Court.

The court of appeals' decision in this case has neither the meaning nor the implications ascribed to it by petitioner; it neither "confined the scope of the antitrust laws to

'privity' cases" (Pet. 7) nor "grant[ed] a license to dominant conspirators to suppress competition" (Pet. 9). Rather, the decision represents nothing more than a particularized application, to a novel and "somewhat bizarre" claim (1a), of the fundamental proposition that a private antitrust damages action may not be maintained in the absence of "a legally significant causal relationship between the alleged violation and the alleged injury" (4a). That proposition in turn derives from the widely acknowledged premise that in conferring a right of action upon "any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws" (Clayton Act, § 4), "Congress did not intend the antitrust laws to provide a remedy in damages for all injuries that might conceivably be traced to an antitrust violation." *Hawaii* v. *Standard Oil Co. of California,* 405 U.S. 251, 263 n.14 (1972) (quoted below at 4a).

A. The decision below neither creates nor exemplifies any conflict among the circuits regarding standing in private antitrust actions.

Because antitrust violations may produce "ripple effects" throughout the economy, lower courts have necessarily developed "practical rules of standing" in order to "exclude remote parties with possibly speculative injuries." *Long Island Lighting Co.* v. *Standard Oil Co. of California,* 521 F.2d 1269, 1273 (2d Cir. 1975), *cert. denied,* 423 U.S. 1073 (1976). Employing the "target area" formulation of the antitrust standing test that is established in the Second Circuit and has attained widespread acceptance in other circuits,[5] the court of appeals stated that "Reading,

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[5] *See, e.g., Engine Specialties, Inc.* v. *Bombardier, Ltd.,* 605 F.2d 1 (1st Cir. 1979), *aff'd on rehearing en banc,* 615 F.2d 575 (1st Cir.), *cert. denied,* 446 U.S. 983 (1980); *Long Island Lighting Co.* v.

(footnote continued on following page)

as a purchaser in the scrap copper market, is not in the target area of the defendants' alleged violation in maintaining artificially low prices in the sale of refined copper" and that Reading asserted "too tenuous and conjectural" a connection between its claimed injury in purchasing scrap and respondents' pricing of refined copper (7a).[6]

Petitioner's argument that "[t]here is a long-standing and irreconcilable conflict among the circuits" as to "the scope of antitrust standing" (Pet. 14) places undue emphasis on varying verbal formulations of the test.[7] These formulations

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(footnote continued from preceding page)

Standard Oil Co. of California, supra; South Carolina Council of Milk Producers, Inc. v. *Newton*, 360 F.2d 414 (4th Cir.), *cert. denied*, 385 U.S. 934 (1966); *Pan-Islamic Trade Corp.* v. *Exxon Corp.*, 632 F.2d 539, 546-47 (5th Cir. 1980); *California Computer Prods., Inc.* v. *I.B.M.*, 613 F.2d 727 (9th Cir. 1979); *Comet Mechanical Contractors, Inc.* v. *E.A. Cowen Construction, Inc.*, 609 F.2d 404 (10th Cir. 1980). *See also Mid-West Paper Products Co.* v. *Continental Group, Inc.*, 596 F.2d 573, 581-82 (3d Cir. 1979) (affirming under a different formulation district court use of "target area" test); *Lupia* v. *Stella D'Oro Biscuit Co.*, 586 F.2d 1163, 1169 (7th Cir. 1978), *cert. denied*, 440 U.S. 982 (1979) (plaintiff failed all formulations of standing test).

[6] The decisions below were not the first to predicate a finding of lack of standing on the speculative nature of the plaintiff's claim. *See, e.g., Bowen* v. *New York News, Inc.*, 522 F.2d 1242, 1256 (2d Cir. 1975), *cert. denied*, 425 U.S. 936 (1976) (territorial allocation claim); *Mid-West Paper Products Co.* v. *Continental Group, Inc., supra*, 596 F.2d at 584-85. *See also* II P. Areeda & D. Turner, *Antitrust Law* § 333 at 162 (1978) ("[U]ncontrolled standing would burden the courts with increasing speculative determinations about the amount and source of remote injuries.").

[7] In fact, notwithstanding petitioner's assertions to the contrary (Pet. 15), both of the courts of appeals that formerly followed the so-called "direct injury" test for antitrust standing have now abandoned that test in favor of the "target area" formulation. *Compare Miley* v. *John Hancock Mutual Life Ins. Co.*, 242 F.2d 758 (1st Cir.), *cert. denied*, 355 U.S. 828 (1957) *and Reibert* v. *Atlantic Richfield Co.*, 471 F.2d 727 (10th Cir.), *cert. denied*, 411 U.S. 938 (1973) *with Engine Specialities, Inc.* v. *Bombardier, Ltd., supra*, 605 F.2d at 17-18 *and Comet Mechanical Contractors, Inc.* v. *E.A. Cowen Construction, Inc., supra*, 609 F.2d at 406.

are less significant than the decisions themselves, which can only be properly "understood as representing a functional analysis of the factual context presented in each case." *Mid-West Paper Products Co.* v. *Continental Group, supra,* 596 F.2d at 582. Just such a functional analysis of Reading's idiosyncratic claim led to its rejection by the district court and the court of appeals.[8]

In its compendious discussion of antitrust standing decisions, petitioner has not identified a single decision in any circuit sustaining a claim based on facts even remotely comparable to those alleged in this action. Whether or not the corpus of antitrust standing case law reflects "inconsistency in categorization" or has yielded any "[a]nomalous results" (Pet. 17 n.42), the decision below does not "conflict with the decision of another federal court of appeals on the same matter."[9] Moreover, the unprecedented and convoluted nature of Reading's claim renders it a most inappropriate vehicle for consideration by this Court of standing to maintain a private antitrust action.

B. The decision below neither misconstrued nor misapplied this Court's decision in *Illinois Brick*.

In one of its many flights of excess, the petition accuses the decision below of having "broaden[ed]" *Illinois Brick* to "a general rule of standing", "foreclosing suits except in cases of direct injury to competitors" (Pet. 9). That accusa-

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[8] The court of appeals acknowledged that concepts such as "direct injury" and "target area" do not "admit of easy application" (4a), echoing an earlier observation by the Second Circuit that such concepts "do not provide talismanic guides to decision." *Billy Baxter, Inc.* v. *Coca-Cola Co.,* 431 F.2d 183, 187 (2d Cir. 1970), *cert. denied,* 401 U.S. 923 (1971). Both concepts, as stated by the court of appeals, are "ultimately tests of whether there is a legally significant causal relationship between the alleged violation and the alleged injury" (4a).

[9] U.S. Sup. Ct. Rule 17.1(a).

tion both misreads the opinion below and evades the true significance to this case of the reasoning in *Illinois Brick*.

The court of appeals and the district court both acknowledged that the precise holding in *Illinois Brick* was that "indirect purchasers may not recover damages for the passing-on of overcharges due to antitrust violations" (7a; *see also* 20a). But the court of appeals correctly looked beyond that holding (as had the district court) to the supporting reasoning in this Court's *Illinois Brick* opinion. Central to that reasoning was the "perception of the uncertainties and difficulties in analyzing price and output decisions 'in the real economic world rather than an economist's hypothetical model,' . . . and of the costs to the judicial system and the efficient enforcement of the antitrust laws of attempting to reconstruct those decisions in the courtroom." [10] Any such reconstruction would entail, as this Court noted in *Illinois Brick,* 431 U.S. at 741-42, and as the court of appeals noted in this case, a number of "'speculative economic behavioral assumptions about the marketplace" (6a). The number of such assumptions in *Illinois Brick* "pales in comparison to those necessary to support Reading's claim" (*id.*).[11]

Illinois Brick has relevance by analogy to this case in an additional respect noted by the district court. In *Illinois Brick* this Court expressed concern that "allowing offensive but not defensive use of pass-on would create a serious risk of multiple liability for defendants." 431 U.S. at 730. The same risk is both "endemic" in Reading's claim and "enormous" (27a), since if Reading could maintain a private

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[10] 431 U.S. at 731-32 (quoting *Hanover Shoe, Inc.* v. *United Shoe Machinery Corp.*, 392 U.S. 481, 493 (1968)).

[11] The separate steps in Reading's alleged causal chain at which such assumptions would be necessary are identified in the portion of the opinion below quoted at pp. 4-5, *supra.*

antitrust action against respondents, so too could every purchaser of refined copper on the metals exchanges or at exchange-related prices and every purchaser of scrap copper throughout the period of the alleged conspiracy (1964-1970).

Neither the court of appeals nor the district court considered its decision to be compelled by or to follow ineluctably from *Illinois Brick*. Both courts, however, believed —rightly, we submit—that their holdings were "strengthened" (27a) by this Court's refusal in *Illinois Brick* to permit the maintenance of "claims based on conjectural theories of injury and attenuated economic causality that would mire the courts in intricate efforts to recreate the possible permutations in the causes and effects of a price change" (7a).

II.

The courts below did not contravene this Court's teachings regarding the availability of summary judgment in antitrust cases.

Neither the district court in granting summary judgment to respondents, nor the court of appeals in unanimously affirming, purported to resolve any disputed questions of fact. To the contrary, the district court expressly assumed that Reading "did pay more for copper than [it] would have had the defendants not held their prices at levels which failed to clear the market" (16a), and the court of appeals similarly gave Reading "the benefit of all reasonable doubts in determining whether a genuine issue of material fact exists" (5a n.6).

Both courts assumed causation-in-fact (*see generally* 3a-4a; 11a-16a), but held that Reading's labyrinthine causal

chain was *legally* insufficient to sustain a private antitrust claim. Those holdings were rendered in conformity with the principle that "[s]tanding is a question of law for the court to determine." *John Lenore & Co.* v. *Olympia Brewing Co.*, 550 F.2d 495, 498 (9th Cir. 1977). Indeed, antitrust standing decisions have almost invariably been rendered on motions to dismiss or for summary judgment.[12] Moreover, *Illinois Brick*, though not a standing case, *see* 431 U.S. at 728 n.7, reinstated a partial summary judgment for defendants that had been reversed by the Seventh Circuit.

The court of appeals duly acknowledged this Court's decisions regarding the inappropriateness of rendering summary judgment where motive and intent are at issue, but also properly noted that Reading's standing did not turn on any such issue (5a n.6). Hence, this case presents no occasion for issuing an "admonition" (Pet. 21) or any other view as to the availability of summary judgment in private antitrust cases.

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[12] Of all the decisions surveyed in the petition, only one resolved the standing issue after trial. *See Harrison* v. *Paramount Pictures, Inc.*, 115 F. Supp. 312 (E.D.Pa. 1953), *aff'd per curiam*, 211 F.2d 405 (3d Cir.), *cert. denied*, 348 U.S. 828 (1954).

CONCLUSION

For the reasons stated, Reading's petition for a writ of certiorari should be denied.

Respectfully submitted,

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May 13, 1981

APPENDIX

Listing of Parent Companies, Subsidiaries (Except Wholly Owned Subsidiaries) and Affiliates Pursuant to U.S. Sup. Ct. Rule 28.1.

RESPONDENT KENNECOTT CORPORATION [1]

Subsidiaries and Affiliates:

Apache Powder Company
Arbomex S.A.
Arendal Smelteverk a.s.
Weyburn Bartel G.m.b.H.
Engine Dynamics G.m.b.H.
Carborundum Universal Ltd.
Compania Nacional de Abrasivos S.A.
Equipos y Procesos S.A.
Hindustan Dorr-Oliver Limited
The National Filter Media Corporation
The Patel Filters Limited
Performance Systems, Inc.
Universal Filter Media Ltd.
Electrometalurgia de Veracruz, S.A. de C.V.
E.T. Irrigating Canal Company
Fabrica Nacional de Lija S.A. de C.V.
Inmobiliara Carper, S.A.
Stikine Copper Limited
QIT-Fer et Titane Inc.
Electrodes G.L.C. Canada Inc.
Tirbit v.o.f.
Richards Bay Iron and Titanium (Pty) Ltd.
Tisand (Pty) Limited

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[1] Respondent Kennecott Corporation (formerly known, and sued herein, as Kennecott Copper Corporation, hereinafter "Kennecott") entered into an Agreement and Plan of Merger in March 1981, pursuant to which (upon the satisfaction or waiver of stated conditions) Kennecott would become an indirect wholly-owned subsidiary of The Standard Oil Company ("Sohio"). British Petroleum Limited owns approximately 53% of the outstanding voting securities of Sohio.

Listing Pursuant to Rule 28.1

Chino Mines Company
Carbo Tzujan Industrial Co., Ltd.
Carborundum C.A.
Societe Ponces Abrasifs et Meules
Carborundum Industrias Abrasivas S.A.
Carborundum Universal S.A. (Pty) Ltd.
Carboscan A/S
Carborundum S.A. (Industria Brasileria de Abrasivos)
Industrials LTDA
Granalha de Aco S.A.
Carborundum S.A.I.y.C.
C.F. Schroeder Schmirgelwerke
Electro Metalurgica Abrasivos Salto S.A.
Japan Purification Co. Ltd.
Minera Cerro San Pedro S.A. de C.V.
Minerales de Bolanos S.A. de C.V.
Nippon Coated Abrasive Co. Ltd.
Productura de Abrasivos, S.A.
Stoline, Ltd.
Ta Kwang Refractories Works, Co., Ltd.
Tokyo Kokyu Rozai K.K.
Toshiba Monofrax Company, Ltd.
Kennwest B.V.
Lark Water Users, a Non-Profit Corporation
Nitto Metal Industry Co. Ltd.
North Jordan Irrigation Company
Quebec Columbian Limited
S.F. Carborundum Joint Venture
Rainbow Hotel Development Associates
Societe Miniere d'Haiti, S.A.

RESPONDENT CHASE BRASS & COPPER CO., INCORPORATED

Parent: Kennecott Corporation

Listing Pursuant to Rule 28.1

RESPONDENT PHELPS DODGE CORPORATION

Subsidiaries and Affiliates:

Accesorios de Tuberia de Cobre, S.A.
Adela Investment Co., S.A.
Alambres y Cables de Panama, S.A.
Alambres y Cables Venezolanos, C.A.
Apache Powder Co.
Belmont Copper Mining Co.
Bisbee Queen Mining Company
Black Mountain Mineral Development Company Limited
Cables Electricos Ecuatorianos, C.A.
Cobre Cerrilos, S.A.
Conducen, S.A.
Conductores Electricos de Centro America, S.A.
Conelec, S.A.
Jododex Australia Pty. Ltd.
Minera Pilares S.A. de C.V.
Oatman Eureka Mines
Phelps Dodge Enfield Corporation
Phelps Dodge Philippines, Inc.
Phelps Dodge Svenska Metallverken International Corporation
Phelps Dodge Thailand Limited
PDTL Trading Co., Ltd.
Sicab (Public Joint Stock Company)
South Australian Uranium Corporation Pty. Limited
Southern Peru Copper Corporation
Southern Peru Copper Sales Corporation
Sunny Brook Coal & Coke Co.
Viem Metal Works, S.A.

RESPONDENT PHELPS DODGE INDUSTRIES, INC.

Parent: Phelps Dodge Corporation

Listing Pursuant to Rule 28.1

RESPONDENT THE ANACONDA COMPANY

Parent: Atlantic Richfield Company

Subsidiaries and Affiliates:

Alambres y Cables de Panama, S.A.
Alpart Farms, Ltd.
The Anaconda-Ericsson Inc.
Anaflex, S.A. de C.V.
Atlantic Richfield de Mexico, S.A. de C.V.
Aughinish Alumina, Ltd.
Aughinish Estates
Aughinish Finance, Ltd.
Aughinish Property, Ltd.
Bingham Development Company
Caribou-Chaleur Bay Mines, Ltd.
Caribou-Smith Mines Ltd.
Chile Copper Company
Cia. Inmobiliaria Ispal, S.A.
Cobre de Mexico, S.A.
Compania Internacional Minera, S.A. de C.V.
Compania Minera de Cananea, S.A.
Compania Minera Dos Republicas S.A. de C.V.
Compania Minera Kappa S.A.
Defender Mining and Milling Corporation
Diseno y Construcciones de Maquinaria, S.A.
Dragon Consolidated Mining Company
85819 Canada Limited
Empresas de Comercio Exterior Mexicano, S.A. de C.V.
F.T.L. Company Limited
Greene Cananea Copper Company
Imperial Eastman de Mexico, S.A.
Industrias Nacobre, S.A. de C.V.

Listing Pursuant to Rule 28.1

Jamaica Alumina Security Company, Ltd.
Kronos, Computacion y Teleproceso, S.A.
Las Quintas Serenas Water Company
Manufacturera de Cintas Metalicas, S.A.
Mayflower Mining Company
Middle Swansea Mining Company
Minera Anaconda Limitada
New Bingham Mary Mining Company
North Lily Mining Company
Park Cummings Mining Company
Park Premier Mining Company
Participaciones Mexicanas, S.A. de C.V.
Patten Mining Company
Prince Consolidated Mining Company
Productos Especiales Metalicos, S.A.
Rodman, Inc.
Smoke House Copper Mining Company
Sociedade Anonima Marvin
Solvamex, S.A. de C.V.
Swecomex, S.A.
Terminales Electricas, S.A. de C.V.
Tubocol, Ltda.
Tubos Flexibles, S.A.
United Park City Mines Company
West Mayflower Mining Company
William Prym de Mexico, S.A.
Alumina Contractors, Ltd.
Manufacturera Mexicana de Partes de Automoviles, S.A.
The Saudi Cable Company
Union de Credito Industrial Vellejo, S.A.

RESPONDENT ANACONDA AMERICAN BRASS COMPANY

No longer exists as a separate corporate entity.